

Contract no. 967

COLLECTIVE BARGAINING AGREEMENT

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 30 1992

RUTGERS UNIVERSITY

BOROUGH OF FORT LEE

AND

NEW JERSEY EMPLOYEES LABOR UNION,

LOCAL #1

(Fort Lee Department Head Unit)

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JANUARY 1, 1991 through December 31, 1992

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W I T N E S S E T H

WHEREAS, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relationship existing between them and to enter into a complete Agreement concerning the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I - RECOGNITION:**

1.1 The Borough recognizes the Union as the sole and exclusive agent for all employees of the Borough covered by titles listed on Schedule A attached hereto together with any future employees of the Borough who may be hired into titles not included on Schedule A but which are within the class of titles generally considered and accepted to be "Department Head" titles. All such employees shall be considered the "bargaining unit." The term "employees" used hereinafter shall refer to members of the bargaining unit. This Agreement shall be deemed to be binding upon all members of the bargaining unit and upon the Borough.

## ARTICLE 2 - MANAGEMENT OF THE BOROUGH'S AFFAIRS:

2.1 The Union recognizes that areas of responsibility are reserved to the Borough, if the governing body of the Borough is to serve the public effectively. The Borough shall at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of its business and operations, the direction of its working forces, the alteration of work weeks or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees, and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising this right, the Borough agrees to give reasonable consideration to the job security of the employees in the bargaining unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee his or her rights under Civil Service laws or regulations, or the Public Employee Relations Act or regulations thereunder.

## ARTICLE 3 - MISCELLANEOUS BENEFITS

(a) The Borough shall continue for the term of this Agreement medical benefits consisting of Blue Cross, Blue Shield (1420 series) with Rider J coverage and a major medical plan or equivalent coverage. In addition, the Borough shall provide e

disability income plan at least equal to the disability income plan presently being offered through the State of New Jersey under the Health Benefits Plan. The said disability income plan shall be provided either through the State Health Benefits Plan or through private insurance plan, at the option of the Borough.

### **3.1.1 Medical coverage after Retirement/Disability:**

Whenever an Employee has served twenty-five (25) years or more with the Borough, the Borough shall provide such Employee (and his or her dependents) with medical coverage under and pursuant to the State Health Benefits Program (Chapter 38 of Public Law 1974).

This is intended to include those employees who retired on disability pensions to the extent said coverage is afforded under Chapter 38 of Public Law 1974.

The Borough reserves the right to obtain equivalent medical coverage through a private carrier or through self-insurance but in no event can the Borough be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage afforded by the State Health Benefits Program.

**3.2** In the event of a conflict among employees regarding the scheduling of vacation leave, etc., seniority shall be determinative.

### **3.3 Funeral Leave:**

In the event of the death of a member of the immediate family of an employee, and after notifying his or her superior, the said employee shall be entitled to a funeral leave of the next three

3) working days, with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement. "Immediate family" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, sister-in-law, and any relative of the employee or of the employee's spouse who was actually living in the employee's home.

3.3.1 In the event of the death of an employee's aunt or uncle and in the event such relative was not actually living in the employee's home at the time of his or her death, after notifying the Borough Administrator, the said employee shall be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

#### 3.4 Payroll Deduction

Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes, but subject to Article 17 of this Agreement.

#### 3.5 Dental Insurance Plan:

The Borough shall provide, at its own cost and expense, a dental insurance plan sponsored by the New Jersey Dental Service Plan, Inc. (Delta), described as Program III-B, with orthodontic coverage, as set forth in a proposal by Delta dated October 25, 1982,

a copy of which is acknowledged as having been received by both parties. Payments shall be made on UCR basis, with a \$25.00 deductible. The Borough has the right to change insurance carrier or institute a self-insurance program so long as equivalent benefits and coverages are provided.

3.6 Effective January 1, 1991, the Borough shall provide a \$3.00 co-pay prescription plan for each covered employee and his/her dependents, but not to exceed a cost of more than Five Hundred Forty-One Dollars per annum, the parties shall meet to discuss changes in the program in order to keep the costs under \$541.00 per annum per family.

#### ARTICLE 4 - CONTINUED WORK OPERATIONS

4.1 The parties agree that there shall be no action either of them in violation of any State or Federal Law. There shall be no strikes of any kind or lock-outs, walkouts, retarding of work slow-down, or any stoppage of work by either party or any members or officers thereof during the terms of this Agreement or pending decision by arbitration, nor will either party or any member or representatives or officers thereof directly or indirectly assist, or be connected in any manner whatsoever with any of the aforesaid acts.



## ARTICLE 5 - WAGES

### 5.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, which classification shall be the basis of compensation of all employees. The parties recognize that each particular employee's classification is subject to the review, approval and modification of the Department of Personnel. Each employee in those classifications listed in Schedule A attached hereto shall receive compensation as set forth on Schedule A. If an employee is hired, promoted or transferred to any white collar titled position whose classification has not been provided for in Schedule A, then the Borough shall place said job classification in the grade level which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of Schedule A, and said position shall be compensated accordingly.

5.2 Effective as of January 1, 1991, each employee shall receive a salary increase of 7% over the employee's salary as of the last payroll period of 1990.

Effective as of January 1, 1992, each employee shall receive an additional salary increase of 7% over the employee's salary as of the last payroll period of 1991.

ARTICLE 6 - SICK LEAVE:

6.1 Every employee, in addition to his or her annual vacation leave with pay, is hereby granted for the following sick leave, as hereinafter defined, with pay in and for each calendar year:

- a. Up to one year's service, one working day for every month of service;
- b. After one year's service, 1.25 working days for each month of service.

6.2 If any such employee required none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

6.2.1 No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilize during such period of disability the sick leave so accumulated as set forth above. During such disability, the Borough shall pay to such employee his or her full salary for a period of time not to exceed one (1) year. The employee shall endorse over to the Borough all worker's compensation checks received by the employee representing payments for temporary disability, during the period that the Borough is making payments to the employee of the employee's full salary.

6.2.2 All sick leave accumulated from prior to January 1,

983, shall be carried over and shall not be lost.

6.3 If an employee voluntarily resigns or retires or dies at any time after completing five (5) years of continuous service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided hereinafter, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times the number of unused sick days the employee has accumulated; provided, however, that:

a. Said payment shall in no event exceed one hundred twenty (120) days of compensation (one-half of two hundred forty (240) allowable accumulated sick leave days); and

b. In calculating said payment, no unused sick leave days accumulated prior to January, 1971, shall be counted.

6.4 Sick leave is hereby defined to mean absence from post of duty of an employee because of illness; accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee. A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In

the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

6.5 If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his position, he shall be deemed to have used one-half of one (1) allowable sick leave day. If however, an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his position, he shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

#### ARTICLE 7 - PERSONAL LEAVE:

7.1 Every employee shall be entitled to three (3) personal leave days with pay, subject to the approval of the Borough Administrator, which approval shall not be unreasonably withheld. Employees shall not be required to give any reason or explanation for the taking of a personal leave day with pay as allowed herein. Employees shall be required to give reasonable notice, under the circumstances. Unused personal leave days may not be accumulated from year to year.

#### ARTICLE 8 - TERMINAL PAY:

8.1 In addition to any payment made pursuant to other

sections hereof, the following terminal leave pay shall be given upon the voluntary resignation or retirement or death of any employee with Five (5) years or more of service as follows:

a. Employees with not less than five (5) nor more than fifteen (15) years of service - one fourth ( $1/4$ ) of the annual base compensation at time of resignation;

b. Employees with more than fifteen (15) years of service - one third ( $1/3$ ) of the annual base compensation at time of termination.

#### ARTICLE 9 - LIFE INSURANCE

9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000.00) Dollars for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee. Upon the attainment of age 65 of any employee, said insurance shall be in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee. Upon the retirement of an employee at age 62, who is eligible for retirement under the Public Employees Retirement System and who has been employed by the Borough for ten (10) or more years, the Borough

shall continue such life insurance coverage (or may self-insure) the amount of Ten Thousand (\$10,000.00) Dollars until said employee attains the age of 65, at which time the insurance shall continue the amount of Six Thousand Five Hundred (\$6,500.00) Dollars.

Except for retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except in the employee shall be permitted to continue such insurance if the employee pays the premium.

If any employee covered by this Agreement is also served as a volunteer fireman, the Borough shall provide separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein.

If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

Claims for payment under the said life insurance policy to be made by an employee's estate must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

#### ARTICLE 10 - SHOP STEWARDS

10.1 No more than one (1) shop steward shall be elected

by the employees.

10.2 The Union shall notify the Borough in writing within five (5) days of the election of the name of the shop steward who has been so elected to represent the said employees.

10.3 The duly elected shop steward of the Union, to be elected by the Union, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings or hearings are scheduled during the shop steward's working hours.

10.4 The duly elected shop steward of the Union shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meetings relate to the responsibility or concerns of the shop steward. The duly elected shop steward shall give his or her department head five (5) days' notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the department head, with the operations of the Borough, or the department in which the shop steward works.

10.5 The Union and shop stewards shall not call any employee away from his or her work station nor shall they interfere with the operations of the Borough.

#### ARTICLE 11 - GRIEVANCE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the

Civil Service Department under Civil Service rules and regulation. may be deemed a grievance which shall be settled and determined according to the following procedure:

**STEP 1:** The employee and/or the Union shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, file a grievance, on the date on which the employee knew of or should have known of such event or acts file a grievance with the Municipal Business Administrator. Such grievance shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue which the employee or the union claims supports the grievance and the action required to be taken by the Administrator. Within five (5) days after the grievance has been filed with the Administrator, the same shall be orally discussed between the Administrator, the shop steward of the Union and the employee. Thereafter the Administrator shall communicate his decision, in writing, to the shop steward, the Union and the employee within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the Union, either the employee or the Union shall have the right to proceed to Step 2 of this grievance procedure.

**STEP 2:** Failing settlement at Step 1, the employee or the Union shall, if either intends to appeal, within ten (10) days after receipt of the written decision of the Municipal Business Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute, and the matter shall be arbitrated in accordance with Sections 11.5 through 11.7 of this Article.

11.1.1 In the event the disagreement which is the subject of the grievance is with the Municipal Business Administrator or with the Mayor and Council, the procedure shall commence with arbitration.



as set forth under sections 11.5 through 11.7 hereof.

11.2 An employee may, if he so desires, have the shop steward or a representative of the Union who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu hereof, and holidays as defined in this Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be borne equally by the Borough and the appellant.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the Civil Service Department or PERC, the employee shall be required to elect which forum he or she wishes to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the Civil Service Department or PERC and then filing a grievance before the other agency based upon the same factual circumstances.

#### ARTICLE 12 - MATERNITY LEAVE

12.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough's discretion.

#### ARTICLE 13 - RESIDENCY:

13.1 Residency requirements shall be as set forth in Ordinance 88-9, dated 3/10/88, which is incorporated herein by reference.

#### ARTICLE 14 - VACATIONS:

14.1 Each employee shall receive a paid vacation in accordance with the following schedule:

(a) From date of hiring through December 31 of the year of hire - 1 day for each month of employment;

(b) From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;

(c) From January 1 of fifth full year after date of hire through December 31 of ninth full calendar year after date of hire - 5 days;

(d) From January 1 of tenth full calendar year after date of hire through December 31 of fourteenth full calendar year after date of hire - 20 days;

(e) From January 1 of fifteenth full year after date of hire through the nineteenth full calendar year after date of hire - 25 days.

(f) From January 1 of the twentieth full year after date of hire and thereafter - 30 days.

14.2 In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay either awarded to the employee or repaid to the Borough by the employee. Vacation leave may be accumulated for not in excess of two (2) years.

#### ARTICLE 15 - HOLIDAYS:

15.1 A day off, with pay shall be granted to each employee on the following days:

New Year's Day                      Columbus Day

Lincoln's Birthday                  Election Day

Washington's Birthday              Veteran's Day

Good Friday                          Friday following Thanksgiving Day

Memorial Day                        Christmas Day

Independence Day                    Labor Day

"Floating" holiday, which shall be taken at the convenience of the employee but subject to the approval of the Borough Administrator, which approval shall not be unreasonably withheld.

15.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday.

15.3 If, as part of his or her regular schedule, an employee is required to work on a holiday, he or she shall receive another day off of his or her choice on which to celebrate the said holiday, provided that the approval of the Borough Administrator is first secured, which approval shall not be unreasonably withheld. No such holiday leave shall be accumulated past the next calendar year. The day off under this section shall be in lieu of any holiday provided in Section 16.5, hereinafter.

#### ARTICLE 16 - WORK WEEK AND OVERTIME:

16.1 The regularly scheduled work week shall be the same as the regularly scheduled work week of the workers whom each

Department supervises.

16.2 The parties recognize that the nature of the employees' duties may require the employees to perform supervisory duties not within the regularly scheduled work week. The employees shall provide those supervisory services when the nature of the work requires.

#### ARTICLE 17- REPRESENTATION FEE IN LIEU OF DUES:

17.1 Pursuant to New Jersey State Statute 14:13A-5.5 through 14:13A-5.9, inclusive, the Borough of Fort Lee agrees, commencing on the date of signing of this Agreement, to withhold 85% of the regular membership dues charged by the Union to its members, from the salaries of those employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the Union dues, and shall forward that amount to the Union provided the Union complies with the requirements of the same Statute.

#### ARTICLE 18 - EFFECTIVE DATE AND DURATION

This Agreement shall become effective as of January 1, 1991 and shall remain in full force and effect through December 31, 1992 except as otherwise set forth herein.

In the event the parties do not enter into a new Agreement on or before midnight of December 31, 1992 then this Agreement shall continue in full force and effect until a new Agreement is executed.

The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 1992, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement. The Union agrees to select not more than five (5) persons to represent them in connection with said negotiations.

ATTEST:

Glady's Brunell

BOROUGH OF FORT LEE

By: [Signature]

NEW JERSEY EMPLOYEES LABOR  
UNION, Local #1

By: Donald J. Bocca 12/5/90

By: \_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

Joan Marie Laprete

DATE: 12/5/90

SCHEDULE A

<u>Title</u>	<u>1991 BASE</u>	<u>1992 BASE</u>
Welfare Director	\$32,395	\$34,663
Rent Regulations Officer	37,508	40,133
Building Superintendent	34,119	36,507
Supervisor of Accounts	44,311	47,413
Fire Signal System Supt./ Police Signal System Supt.	45,371	48,547
Municipal Court Clerk/Administrator	46,941	50,227
Public Works Superintendent	53,500	57,245
Director of Repair and Maintenance	51,821	55,449
Health Officer/Plumbing Sub-code Official	55,918	59,832
Construction Official/ Zoning Officer	54,570	58,390
Fire Official/Fire Protection Subcode Official	63,014	67,425
Parks Superintendent/ Superintendent of Recreation	57,737	61,779



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